

MEMORANDUM OF AGREEMENT

Between

Jersey City Public Employees, Inc., Local 246 ("Local 246")

-and-

The City of Jersey City ("Jersey City")

Jersey City and Local 246 (collectively "Parties") hereby agree to the following terms and conditions of employment for a successor collective negotiations agreement ("Agreement").

This Memorandum of Agreement ("MOA") is subject to ratification by the membership of Local 246 and final approval of Jersey City's Municipal Council. The amendments set forth in this MOA shall be effective upon ratification by the membership of Local 246 and final approval of Jersey City's Municipal Council.

This MOA adopts the Agreement between the Parties for the period of July 1, 2011 through December 31, 2014, subject to the amendments set forth herein. The provisions of the Agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force and effect until changed.

This MOA is also subject to the laws and regulations of the State of New Jersey, including, but not limited to, the Employer-Employee Relations Act and the New Jersey Civil Service Act as well as the regulations promulgated pursuant to these Acts.

1. **Duration** – This MOA shall continue in full force and effect from the date of ratification by Local 246 and final approval by the Jersey City Municipal Council through December 31, 2018.
2. **Recognition** – Article 1 is amended as follows:
 - (a) Replace Paragraph A with the following language: "The City hereby recognizes Local 246 as the exclusive representative on behalf of the following non-management employees in the following departments . . ."
 - (b) Combine A(3) and A(4) with the new sub-paragraph reading as following language: "Department of Public Safety (non-uniformed employees only)."

3. **Bereavement Leave** – Article 11 is amended as follows: The terms “spouse” and “domestic partner” shall be added to Paragraph B.

4. **Contractual Grievance Procedure** – Article 24 is amended as follows:

(a) The following language is eliminated from Paragraph (C)(3)(c): “Any award rendered by an Arbitrator shall be subject to de novo review by the Court and shall be upheld only if there was clear and convincing evidence in the record before the Arbitrator in support of the Award.”

(b) Paragraph (C)(3)(e) shall be amended to read as follows: “The Arbitrator’s Award shall be final and binding on all parties, unless the Award is appealed to the courts, in which case the order of the court, including any orders on further appeals, shall be binding on all parties.”

5. **Insurance, Health and Welfare** – Article 29 is amended as follows:

(a) The co-pay for Emergency Room visits shall be increased to \$50, unless the employee is admitted to the hospital, in which case the co-pay shall be waived.

(b) The employee shall meet the following deductibles prior to reimbursement for any out-of-network medical services: (i) \$250 annually for individuals and (ii) \$500 annually for husband/spouse and families. Once the above out-of-network deductible(s) are met, reimbursements for out-of-network services shall be made at 70% of the usual, customary, and reasonable charges based on the FAIR Health rate schedule.

(c) The co-pays for prescription medications shall be a three-tier program: (i) Generic - \$5; (ii) Preferred Brand - \$25; (iii) Non-Preferred Brand - \$35 and shall only include medications on National Preferred Formulary Program list. Prescription coverage does not include compound medication unless, upon appeal exercised by the employee, it is determined that the compound prescription is medically necessary and there is no other alternative prescription. It is mandatory the employee shall accept, when available, the generic version of a prescription medication.

6. Wages – Article 30 is amended as follows:

(a) Salary increases set forth in Paragraph A shall be amended as follows:

- 2015 – \$1125 (retroactive to January 1, 2015)
- 2016 – \$1125 (retroactive to January 1, 2016)
- 2017 – \$1400 (retroactive to January 1, 2017)
- 2018 – \$1500 (effective January 1, 2018)

(b) All references to “paycheck” or similar term shall be replaced by “direct deposit”

7. Police Department Employees Working Rotating Shift Schedules – Article 34 is amended as follows:

(a) Change Title of Article to “Public Safety Employees Working Rotating Shift Schedules”

(b) Amend Paragraph A to read as follows: “For the purpose of this article, ‘Employees’ are those who work in the following area of the Department of Public Safety . . .”

(c) Add to Paragraph (B) follows language: “Essential Employees who work a rotating shift and work during a State of Emergency covering the City of Jersey City, as declared by the Governor of New Jersey, and work in the unit of Police Dispatch, Police Call Taker, Fire Dispatch, BCI, CCTV and CJIS will receive double pay for all hours worked during the State of Emergency.”

(d) Add the following language to Paragraph (D): “Tour exchanges can be used, at the option of the employee, in lieu of overtime for another day off. Use of the repayment days shall be scheduled by mutual agreement of the employee and management.”

(e) Replace Paragraph (E) with the following language: “Holidays for employees will be those set forth in Article 17, Paragraph A and Paragraph D only. If a Holiday falls on a regularly scheduled workday, and the employee is required to work on that day, the employee shall

receive double time for that day. If an employee is required to work on a Holiday that is that employee's regular day off, the employee will receive triple time for that day. For the purpose of this Article, Holidays to be paid is the actual day of the Holiday even if it falls on a Saturday or Sunday.

- (f) Add to Paragraph G the following language: "Compensatory days are earned days that may be used before or after the day of a Holiday, Vacation, etc., but must be used within twelve (12) months of the date earned. Employees must provide 24 hours notice prior to use of a compensatory day."

8. **Fire Department Dispatchers** – Article 35 shall be deleted in its entirety, in favor of Article 34 above, due to merger of communications center.

9. **Parking Enforcement Division** – Article 35 shall be reestablished to address employees of the Parking Enforcement Division as follows:

(a) Work Hours/Schedule:

- (i) Parking Employees shall work a 40 hour week with a one hour lunch and two 15 minute breaks.
- (ii) Parking Employees shall work staggered shifts depending on job responsibilities. Shift will run between 5:00 AM and 11:30 PM.
- (iii) Parking Employees assigned to street sweeping shall work 4 ten hour shifts on per week Monday, Tuesday, Thursday & Friday (off Wednesday). All lunch and break periods shall be adjusted accordingly.
- (iv) Parking Employees need not be scheduled on 5 consecutive days, but will be scheduled Monday to Saturday with Sunday and one other day off.
- (v) Vacation, sick and personal time earned/used shall be based on hours worked, not days worked (e.g., street sweeping employee who takes a 1/2 day off will be charged 5 hours, not 4 hours).
- (vi) Notwithstanding any contrary provisions, clause (v) also shall also apply to Local 246 members working at the Jersey City gun range that work a 4 day/10 hour weekly schedule.

(b) Personal Days: Parking Employees may not take consecutive personal days and cannot take personal days before/after holiday, sick day, or vacation day.

(c) Vacations:

- (i) Summer vacation requests (June 15th to September 15th) shall be submitted by April 15th and will be approved based on seniority.
- (ii) Parking Employees shall be limited to two (2) weeks of summer vacation time (June 15th to September 30th) provided that they have accrued sufficient vacation days.

(d) Call-In/Out Procedures:

- (i) Parking Employees taking a sick or personal day shall be required to call in at least one hour prior to the start of their shift.
- (ii) Parking Employees taking a single use vacation day shall be required to call in at least 48 hours prior to the start of their shift.

(e) Notification:

- (i) Parking Employees shall supply their supervisor/management of a valid working telephone number and address.
- (ii) Parking Employees are required to report, in writing, any arrest, or summons issued in lieu of an arrest, upon reporting for work the day following the incident. This requirement shall not apply to motor vehicle offenses, but does apply to DUI/DWI offense.

(f) Seniority: For purposes of scheduling, overtime and approval of time off, the Parking Employee's start date will be the date of the Employee's enrollment in the Public Employees' Retirement System ("PERS").

(g) Uniforms/Maintenance (effective April 1, 2017):

- (i) Parking Employees shall be provided with equipment and articles of clothing as follows:
 - Enforcement Employees: 2 Black Pants, Button Down Grey Shirt (both long sleeve and short sleeve/2 of each), Black Tie for long sleeve shirt, Belt, Name Embroidered on Shirt on right side, Badge Number embroidered on the left side, Baseball Cap, Badges, Badge Holder (to affix to outside jacket

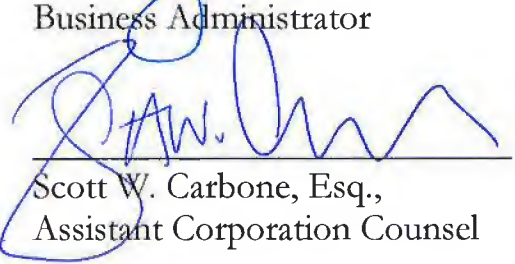
with one pin), Blauer Jacket, Yellow Safety Vest, Yellow Rain Jacket, Boots.

- Booting Employees: 2 Black BDU style pants, 2 Grey Sweatshirt with name and badge number embroidered (for Winter); 2 Grey Polo Shirt with name and badge number embroidered (for Summer), Belt, 6 way yellow jackets (covers all seasons and breaks down to a vest), Baseball cap, Badge, Boots.
 - Operations Employees: 2 BDU style pants, 2 Grey T-Shirt with JCPE on Back and name and Operations Division on the front (for Summer); 2 Grey Sweatshirt with JCPE on Back and name and Operations Division on the front (for Winter), Belt, 6 way yellow jacket, Baseball Cap, Boots.
- (ii) Parking Employees shall be provided with \$150 annually for maintenance and cleaning of articles of clothing.
 - (iii) When any of above clothing articles are destroyed or damaged beyond repair while in the performance of workplace duties and related activities, they will be replaced with a new article.
 - (iv) The Parties shall also devise a system whereby a Parking Employee may have their equipment inspected to determine whether the equipment needs to be replaced or is no longer serviceable.
 - (v) Jersey City or its supplier will maintain an inventory of various sizes of clothing and equipment to ensure that Parking Enforcement Employees will be able to have damaged articles quickly replaced.

SO AGREED:

For Jersey City:




Robert Kakoleski,
Business Administrator

Scott W. Carbone, Esq.,
Assistant Corporation Counsel

For Local 246:



Julio Cordero Jr.,
President

Stephen T. Golecki,
Vice President

Dated: February 2, 2017